

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 46 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. DABK07-03-R-0026		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 04 Sep 2003		6. REQUISITION/PURCHASE NO. PWBOMA-3097-N301			
7. ISSUED BY FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFGA-SR-BR BUILDING 1-1333 ARMISTEAD & MACOMB ST FORT BRAGG NC 28310-5000 TEL: (910) 396-4362 FAX: (910) 396-7872				CODE DABK07		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>03:00 PM</u> local time <u>06 Oct 2003</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME CARLA BAZZARRE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 396-4362 X215		C. E-MAIL ADDRESS bazzarre@bragg.army.mil					
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

T&M = Time and Materials

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0000	BASE PERIOD T&M 1 DECEMBER 2003 THROUGH 31 NOVEMBER 2004 Contractor shall furnish all labor, personnel, equipment, tools, materials, supplies, transportation, supervision, and any other item and service necessary to repair/replace window/door glass and maintenance/repair/replace storefront electric doors at Fort Bragg, Camp Mackall, Simmons Army Airfield, and Army facilities on Pope Air Force Base, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions, and provisions contained herein.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor Rate T&M Repair and replace window & door glass, and maintain, repair, and replace electric doors		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Repair Parts and Materials T&M Provide repair parts and materials for accomplishment of work performed in CLIN 0001 above. Material Handling Fee is _____. (Offeror to insert appropriate percentage).				
				CEILING PRICE	\$250,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000 OPTION	FIRST OPTION PERIOD T&M 1 DECEMBER 2004 THROUGH 31 NOVEMBER 2005 Contractor to provide all labor, personnel, equipment, tools, supplies, transportation, materials, supervision, and any other item and service necessary to repair/replace/window door glass and maintenance/repair/replace storefront electric doors on Fort Bragg, Camp Mackall, Simmons Army Airfield, and Army-maintained facilities at Pope Air Force Base, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions, and provisions contained herein.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001			Hours	\$_____	\$_____
OPTION	Labor Rate				
	T&M				
	Repair and replace window & door glass, and maintain, repair, and replace electric doors				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002					
OPTION	Repair Parts and Materials				
	T&M				
	Provide repair parts and materials for accomplishment of work performed in CLIN 1001 above. Material Handling Fee is _____%. (Offeror to insert appropriate percentage).				

CEILING PRICE	\$250,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 OPTION	SECOND OPTION PERIOD T&M 1 DECEMBER 2005 THROUGH 31 NOVEMBER 2006. Contractor to provide all labor, personnel, equipment, tools, supplies, transportation, materials, supervision, and any other items and services necessary to repair/replace window/door glass and maintain/repair/replace storefront electric doors on Fort Bragg, Camp Makall, Simmons Army Airfield, and Army maintained facilities at Pope Air Force Base, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions, and provisions contained herein.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Labor Rate T&M Repair and replace window & door glass, and maintain, repair, and replace electric doors		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Repair Parts and Materials T&M Provide repair parts and materials for accomplishment of work performed in CLIN 2001 above. Material Handling Fee is _____. (Offeror to insert appropriate percentage).				
				CEILING PRICE	\$250,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000 OPTION	THIRD OPTION PERIOD T&M 1 DECEMBER 2006 THROUGH 31 NOVEMBER 2007 Contractor to provide all labor, personnel, equipment, tools, supplies, transportation, materials, supervision, and any other items and services necessary to repair/replace window/door glass and maintain/repair/replace storefront electric doors at Fort Bragg, Camp Mackall, Simmons Army Airfield, and Army maintained facilities at Pope Air Force Base, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions, and provisions contained herein.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001			Hours	\$_____	\$_____
OPTION	Labor Rate				
	T&M				
	Repair and replace window & door glass, and maintain, repair, and replace electric doors				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002					
OPTION	Repair Parts and Materials				
	T&M				
	Provide repair parts and materials for accomplishment of work performed in CLIN 3001 above. Material Handling Fee is _____%. (Offeror to insert appropriate percentage).				

CEILING PRICE	\$250,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000 OPTION	FOURTH OPTION PERIOD T&M 1 DECEMBER 2007 THROUGH 31 NOVEMBER 2008 Contractor to provide all labor, personnel, equipment, tools, supplies, transportation, materials, supervision, and any other items and services necessary to repair/replace window/door glass and to maintain/repair/replace electric storefront doors at Fort Bragg, Camp Mackall, Simmons Army Airfield, and Army maintained facilities at Pope Air Force Base, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions, and provisions contained herein.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Labor Rate T&M Repair and replace window & door glass, and maintain, repair, and replace electric doors		Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Repair Parts and Materials				
OPTION	T&M				
	Provide repair parts and materials for accomplishment of work performed in CLIN 4001 above. Material Handling Fee is _____. (Offeror to insert appropriate percentage).				
				CEILING PRICE	\$250,000.00

Section C - Descriptions and Specifications

1. GENERAL

1.1 SCOPE OF WORK. The Contractor shall provide all personnel, equipment, tools, materials, supervision and any other items and services necessary to repair/replace window and door glass and maintain/repair/replace storefront (electric) doors on Fort Bragg and Army maintained facilities on Pope Air Force Base (PAFB) and Camp Mackall, North Carolina. The Contractor shall perform in accordance with all terms, conditions, specifications, and standards contained herein.

1.2 BACKGROUND INFORMATION. Buildings to be serviced include all buildings on Fort Bragg except Family housing units, all Army-owned buildings on Pope AFB (Green and Yellow Ramp Areas) and all buildings on Camp Mackall.

1.3 PERSONNEL.

1.3.1 The Contractor shall provide a Project Manager, who is a fully qualified window/glass installer with a minimum of 4 years experience. The Project Manager shall maintain direct control and close surveillance over all contractor personnel who are performing window installation/repair and storefront door replacement/repair. The name of the Project Manager and an alternate who shall act for the Contractor when the Project Manager is absent shall be designated in writing to the Contracting Officer as least ten days prior to contract performance and shall be updated in writing as changes occur.

1.3.1.1 The Project Manager shall be available during normal duty hours within thirty minutes to meet with government personnel designated by the contracting officer to discuss problem areas. After normal duty hours, the supervisor shall be available within two hours.

1.3.1.2 The Project Manager must be able to read, write, speak and understand English.

1.3.2 Employees: The Government has the right to restrict the employment under the contract of any contractor employee, or prospective contractor employee who is identified as a potential threat to the health, safety, security or general well being or operational mission of the installation and their population.

1.3.2.1 Contractor personnel shall present a neat appearance and be easily recognized. This shall be accomplished by wearing a clearly readable identification badge, furnished by the Contractor, made of durable material or plastic, which consists of the Contractor's company name, employee's name and current picture. These identification badges shall be consecutively numbered and made accountable by the Contractor. A list of badge numbers and personnel shall be provided to the Contracting Officer and his designated representative no later than ten days after contract award and updated as changes occur. The contractor shall be responsible for the conduct and appearance of his employees while working on Fort Bragg.

1.3.2.2 The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest nor shall the contractor employ any person who is an employee of the Department of the Army, either military or civilian, unless such person seeks and receives approval in accordance with Department of the Army Standards of Ethical Conduct Rules. In addition, the contractor shall not employ any person who is an employee of the Department of the Army if such employment would be contrary to the policies contained in DODD 5500.7-R.

1.3.2.3 The Contractor is cautioned that off duty active military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours or deployment. Their absence at any time shall not constitute an excuse for nonperformance under this contract.

1.3.2.4 Contractor's employees shall comply with all safety requirements, in accordance with AR 385-32, OSHA, and EM 385-1-1.

1.3.2.5 All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government reservation, shall abide by all the regulations of the installation, which may be in effect during the contract period.

1.3.2.6 VEHICLE REGISTRATION. The Contractor shall fully comply with the vehicle registration requirements regarding contractor-owned and contractor employee privately-owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. Any questions regarding the regulation can be directed to 910-432-8193. Please be advised that Contractor vehicles and contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time. The Fort Bragg Regulation 190-5 is available for download at the following website: http://www.bragg.army.mil/16MP/vehicle_registration_information.htm.

1.4 PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.5 QUALITY CONTROL.

1.5.1 The Contractor shall establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided as specified. The plan shall include the methods of identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable. The Contractor shall submit the Quality Control Plan to the Contracting Officer on contract start date. The Contractor shall update the plan as changes occur and provide the Contracting Officer a copy of the updated plan.

1.5.2 As part of the Contractor's quality control system, the Contractor shall maintain on site-records of all inspections conducted by the Contractor and necessary corrective action taken shall be made available to the government during the term of the contract.

1.5.2.1 Corrective Actions. At any time it is determined by the Contracting Officer that the quality control system, personnel, instructions, controls, tests, or records are not providing results which conform to contract requirements, action shall be taken by the Contractor to correct the deficiency, i.e., replacement of personnel, additional quality control inspection, etc.

1.6 QUALITY ASSURANCE.

1.6.1 The Government will evaluate the contractor's performance under this contract. The Government will record all surveillance observations. When an observation indicates defective performance, the contractor shall initial the COR's observation.

1.6.2 Performance Evaluation Meetings. The Project Manager may be required to meet at least weekly with the Contracting Officer's Representative (COR) and the Contracting Officer during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the Contracting Officer. However, if the contractor requests, a meeting will be held whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the contractor's Project Manager, Contracting Officer and COR. Should the contractor not concur with the minutes, the contractor shall so state any areas of non-concurrence in writing to the Contracting Officer within seven days of receipt of the signed minutes.

1.7 HOURS OF OPERATION.

1.7.1 The Contractor shall maintain the following customer service hours: 7:30 am to 5:00 pm, Monday through Friday. The Contractor shall also be available 24 hours a day 7 days a week for emergencies.

1.7.1.1 Recognized Holidays. Except for emergencies, the contractor is not required to provide service on the following days: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

1.8 CONSERVATION OF UTILITIES. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

1.8.1 Light shall be used only in areas where work is being performed.

1.8.2 The workers shall not adjust mechanical equipment, controls for heating, ventilation and air conditioning systems.

1.8.3 Water faucets or valves shall be turned off after the required usage has been accomplished.

1.9 PHASE-IN AND PHASE-OUT. A transition period is scheduled for the one-month period immediately prior to contract start date (phase in) and the one-month period prior to contract end date (phase out) to allow for orderly contract transition. In order to maximize the effectiveness of the transition process, an initial meeting between the Contracting Officer and contract managers for both contractors shall be held to address phase in and phase out requirements and responsibilities not later than 7 days into the phase in/phase out period, and subsequent meetings will be held as determined by the Contracting Officer, but not less than weekly thereafter.

1.9.1 Phase In.

1.9.1.1 During the phase in period, key contractor personnel will be permitted to observe operation of the outgoing Contractor pertaining to this contract at no additional cost to the Government. The incoming contractor shall ensure that its phase in operations do not hinder or interfere with normal operations of the phase out contractor, and that maximum effort is made to avoid loss of productivity.

1.9.1.2 The incumbent contractor shall provide to any subsequent or follow-on contractor records of all equipment under warranty.

1.9.1.3 During contract phase in, the incoming contractor shall observe operations of the in-place work force; interview work force personnel off site, gather and submit submittal data; establish signatory authority for Government forms which require contractor completion, secure insurance, licenses and tax documents needed to accomplish contract tasks.

1.9.1.4 All work orders by outgoing Contractor has to be completed prior to new contract start date. At contract start date, the incoming Contractor shall receive new work orders.

1.9.2 Phase Out.

1.9.2.1 During the one-month period immediately prior to the end of this contract (to include option periods if applicable) the Contractor shall permit the successor and the successor's key personnel to observe and become familiar with all operations under this contract. The Contractor shall remain responsible and liable for the completion of all requirements of this contract. The Contractor shall not defer any requirements for the purpose of avoiding responsibility and transferring such responsibility to the successor Contractor or the Government. The Contractor

shall fully cooperate with the successor Contractor and the Government so as not to interfere with their work or duties.

1.10 SAFETY REQUIREMENTS. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with OSHA and all pertinent provisions of the publication 29 CFR 1910 and EM 385-1-1.

1.10.1 Reporting of Fire and Safety Hazards. The Contractor shall train his personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor. The Contractor shall take corrective action to remedy reported deficiencies in accordance with the terms of this contract.

1.10.2 Environment and OSHA. The Contractor shall comply with all local, State and Federal environmental and occupational safety laws, rules and regulations. Any apparent conflict between compliance with such local, State and Federal laws, rules and regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the Contracting Officer or the COR for final resolution. The Contractor shall notify the Contracting Officer or COR in writing in addition to any verbal notification of such conflicts. The Contractor shall be liable for all fines, penalties, and costs, which result from violations of, or failure to comply with, all such local State, or Federal laws, rules and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the Contracting Officer to halt Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall immediately notify the Fire Department and the COR.

1.10.3 Equipment Safety. All equipment used under this contract may be inspected by the COR prior to its use. If the equipment is at any time deemed unsafe or unserviceable by the COR, the Contractor shall remove equipment from the area immediately and have it repaired to a safe and operable condition. The Government does not assume and hereby specifically disavows any duty to inspect the equipment in order to assure safe operation. The Contractor or subcontractor(s) at any tier are at all times responsible for assuring equipment is in a safe and serviceable condition and shall perform all tasks in a safe, responsible manner. The Contractor shall in all cases ensure any equipment used in the performance of this contract is in a safe and serviceable condition.

1.10.4 Personnel Safety

1.10.4.1 The Contractor shall perform work requirements in a manner to protect occupants and property within the area from any harm or injury. Work shall be scheduled to afford this protection. Operations, especially before a weekend, shall be arranged so that all areas are left in a condition that would not jeopardize the occupants or the Contractor. The Contractor shall provide safety barriers or tape to show work area.

1.10.4.2 The Contractor shall immediately correct all safety deficiencies upon discovery or notification of the deficiencies by COR or Government Safety Officer. The Contractor shall notify the COR of the corrective action taken.

1.10.4.3 The Contractor shall not leave equipment unattended or unsecured while at the work site.

1.10.5 Accident Protection and Emergency Medical Treatment

1.10.5.1 The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. In addition to this, each crew of workers shall be provided with first aid kits complying with OSHA and other Federal and State requirements to care for minor injuries normally sustained in the maintenance and repair industry.

1.10.5.2 All work crews, office personnel and the COR shall be provided with information pertaining to the Contractor's arrangement for emergency medical treatment. This information shall include the following:

Local Hospital:	Name:	Phone No:
Local Ambulance:	Name:	Phone No:
Local Doctor:	Name:	Phone No:

2. DEFINITIONS

2.1 STANDARD DEFINITIONS

2.1.1 Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

2.1.2 Contracting Officer Representative (COR). An individual designated by the contracting officer to act as his representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer and limitations of a COR are contained in the written letter of designation.

2.1.3 Customer Comments. A means of documenting certain kinds of contract service problems. A government program that is explained to every organization that receives service under this contract, which is used to evaluate a contractor's performance.

2.1.4 Government Property. All property owned by or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101.

2.1.5 Quality Assurance. Those actions taken by the government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

2.1.6 Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor.

2.1.7 Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

2.1.8 Recognized Training Holiday. A recognized training holiday is the last workday before the Federal Holiday.

2.1.9 Major Repair. A major repair is defined as any repair estimated to cost over \$1,000.00. The cost includes labor and materials.

2.2 TECHNICAL DEFINITIONS PECULIAR TO THIS PWS.

2.2.1 Equipment. Items utilized in the performance of work.

2.2.2 Facility. Building or office - Real Property.

2.2.3 Job. Complete execution of the work as required by the plans and specifications including the furnishing of all labor, materials, tools and equipment.

2.2.4 Maintenance. Any action taken to keep equipment and/or real property in a serviceable condition or to restore it to its original intended purpose when it is unserviceable. Maintenance of equipment includes inspecting, servicing, replacing and repairing.

2.2.5 Repair. To restore an item to a serviceable condition through correction of a specific failure or unserviceable condition. This includes, but is not limited to, inspecting, cleaning, preserving, adjusting, replacing, welding, riveting, and strengthening.

2.2.6 Service Order. The document that describes repair and maintenance for each specific job.

2.2.7 Non Fair Wear and Tear (NFWT). Any item damaged through other than Fair Wear and Tear, (e.g., vehicle hitting glass door, the use of something to pry open, etc.) Any damages to property, which are caused by an individual or individuals as a result of mischievous or improper behavior.

2.2.8 Contractor Credit Card Service Order (CCCSO). The document originated by the maintenance contractor that describes repairs required for each specific job which are a result of NFWT damages.

2.2.9 Maintenance Contractor. The only contractor authorized to perform repairs which are a result of NFWT damages.

2.3 ABBREVIATIONS:

ANSI	American National Safety Institute
AR	Army Regulations
DA	Department of the Army
EM	Engineers Manual
FAR	Federal Acquisition Regulation
IAW	In Accordance With
NFPA	National Fire Protection Association
OSHA	Occupation Safety and Health Act
PWBC	Public Works Business Center

3. GOVERNMENT FURNISHED PROPERTY, SERVICES AND FORMS. The Government will allow the contractor to use utilities available at the work site to perform the required repairs and maintenance services under this contract. The Government will provide the utilities at no additional cost to the Contractor.

3.1 Contractor Credit Card Service Orders (CCCSO). The Government will provide an adequate supply of blank forms (FB Form 3004) to be used by the contractor for CCCSO work.

3.2 Emergency Medical Service. Medical services for Contractor personnel are the responsibility of the Contractor. However, on an emergency basis, the Government will provide medical services for job-related injuries while an employee is performing under this contract. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of the emergency. In such circumstances, action shall be taken by the Contractor to transfer employees of the Contractor to a health care provider as soon as the emergency period ends. The Contractor shall reimburse the Government for emergency medical services provided upon receipt of invoice from the medical facility. If the invoice is not paid, cost may be set-off by the Contracting Officer against future payments to the Contractor. Medical facilities are located at Womack Army Medical Center, Fort Bragg, North Carolina.

4. CONTRACTOR FURNISHED ITEMS AND SERVICES.

4.1 General. Except for those items or services specifically stated to be government furnished in Section 3, the contractor shall furnish everything required to perform this performance work statement.

4.2 Wiring Diagrams. The Contractor shall provide to the COR a set of reproducible wiring diagrams with all changes, modifications, and alterations performed for each facility as the changes occur. The wiring diagrams shall be provided to the COR at the completion of the given change, modification, or alteration.

4.3 Spare Parts. Only new replacement materials and parts shall be used unless salvageable parts are approved for use by the COR. Salvageable parts may be from existing units. The Contractor shall have and maintain an adequate supply of materials and spare parts to ensure expeditious repairs of electric door and/window/door glass with a minimum shutdown time for emergency repairs. The spare parts shall be equal to or better than the original manufacturer's parts. Only those new parts and materials installed and used in performance of this contract may be invoiced for, and shall show on the service orders for the electric doors and window/door glass where repairs, maintenance, or replacement were performed. Contractor may not charge the Government a material cost for parts originally cannibalized from a Government-owned door/or glass. Salvaged parts shall also be shown on the service order. Contractor shall maintain and provide upon request, actual invoice receipts identifying the parts and their respective costs. The Contractor shall remove and maintain all reusable salvageable parts from replaced electric doors and components. The Contractor shall return all unused salvageable parts to DRMO at the end of the Contract period.

4.4 Communications.

4.4.1 It is the Government's intent to maintain communication with the Contractor at all times.

4.4.1.1 The Contractor shall provide a sufficient means of communications between the Contractor and his employees for routine and emergency purposes. In addition, the Contractor shall provide direct means of communication between the COR and the Project Manager, by providing the COR with a cellular phone. Maintenance and repair of cellular phone and charger, to include batteries, shall be the responsibility of the Contractor. At the completion of the contract, the Contractor shall retain ownership of the cellular phone and charger.

4.4.2 If the Contractor chooses to use radio communications, the following will apply: all supervisors, quality control/personnel, and the vehicles used by the contractor's personnel shall be equipped with radios, and, prior to contract start date, all Contractor's personnel operating the communications shall be trained in radio procedures. The Contractor shall supply install and maintain the base station unit and mobile units, and shall man the base unit during normal duty hours.

4.4.2.1 Prior to contract start date, the Contractor shall provide the following information to the COR for the necessary coordination with the Fort Bragg Information Systems Command:

- a. A written request to operate a radio system.
- b. Copy of FCC license (license contains all necessary information).
- c. On-site location of base station radio and antenna location.
- d. Quantity of each base station and radios used in Contractor's network by manufacturers' name, item description, type, model number and power output.

4.4.2.2 The Contractor shall provide written updates to the COR at the time the Contractor proposes any additions or deletions to radio equipment.

4.4.2.3 Uses of Communications. All radio communications shall be in accordance with Federal Communications Commission rules, regulations and licensing requirements. The use of radio communications for other than official business is prohibited.

4.4.2.4 The Contractor shall submit to the Contracting Officer the communication equipment specifications for review and approval prior to usage. Communication equipment shall not interfere with any radio frequency of existing systems within a 50-mile radius.

4.5 The Contractor's vehicle(s) shall prominently display the company logo and telephone number on the outside of all vehicles. The Government reserves the right to inspect any Contractor vehicles leaving the installation to prevent unauthorized removal of Government property.

5. SPECIFIC TASKS.

5.1 The Contractor shall accomplish all work skillfully and in accordance with good industry practices.

5.2 The Contractor shall remove all trash, debris, or surplus materials from the work site at the end of each workday and shall leave the work site clean of all debris when work is completed. All glass, doors, jambs, and hardware shall be clean and free of prints, smudges, smears, dirt, oils, or any excess residue, materials, oils or compounds.

5.3 The Contractor shall be responsible for all damages resulting from the Contractor's performance under this contract and shall make all necessary repairs at no cost to the Government and to the satisfaction of the Government. If the Contractor refuses to make repairs promptly, the Government may, in its sole discretion, cause repairs to be made and collect the cost of those repairs from the Contractor by set-off against future contract payment or file a claim under the Disputes Clause.

5.4 Maintain/Repair/Replace Services for Storefront/ Electric Doors.

5.4.1 The Contractor shall perform maintenance, repair, replacement, or upgrade services necessary to repair/replace window and door glass and maintain/repair/replace storefront (electric) doors on Fort Bragg and Army maintained facilities on Pope Air Force Base (PAFB) and Camp Mackall, North Carolina. Miscellaneous hardware includes, is not limited to such items as nuts, bolts, screws, washers, etc., or any other item required to make the doors operational during repairs, maintenance, replacement, or upgrade. Electric and storefront door repair, replacement, maintenance, or upgrade adjustments are to include, but not limited to: Pneumatic operators; electric operators/pivots; tracks and rollers; doors; frames; tracks; controls; troubleshoots systems; locks; wiring; motors. Type operators for storefront upgrades will be identified by the requester through the COR.

5.4.2 After all repairs are completed, all doors are expected to operate according to the manufacturer's specifications.

5.4.3 Replace weather stripping as needed on all four sides of each panel. Weather stripping shall provide maximum protection against the elements.

5.4.4 Door replacement only if required. The Contractor shall notify the COR when it is determined that the door should be replaced, and provide details as to why the door requires replacement. The COR will decide if the door will be replaced. If the door is replaced, any door contacts or components to an alarm system shall be remounted and verified as operational.

5.5 Window/Door Glass Repair and Replacement.

5.5.1 Parts and materials used for repairs and replacements shall be of the same type, material and color as that removed and shall match existing unless otherwise specified.

5.5.2 After all repairs/replacements are completed, all doors and windows shall be returned to the original, as built condition and are expected to operate to the manufacturer's recommendations. Color of components of windows and doors being repaired or replaced shall match existing doors and windows installed in each facility, unless otherwise specified. If door/window glass is replaced, any door/window contacts or components to an alarm system shall be remounted and checked for operation. Contractor shall place a small (easily removable) label in corner of door or glass repaired or replaced, with date, Contractor Service Order number and technician's name.

5.5.3 Several types of glass may need to be replaced. The types include, but are not limited to: plate; safety; wire reinforced; thermal; opaque; frosted; specialty glass; colored glass; Plexiglas/lexan; insulated; single and double strength; and one-way mirror type.

5.6 Service Calls and Limitations. The Contract Services Section shall specify on the service order if the service call is to be a routine call or an emergency call.

5.6.1 Response Times. The Contractor shall respond to all service calls within the time frame set forth below:

5.6.1.1 Emergency Service Order (ESO). Emergency Service Orders are those service orders, which are issued to the Contractor and require immediate response. Once the contractor is notified of an ESO, the contractor will respond by arriving at the work site prepared to repair window or electric doors within one hour during normal duty hours and two hours, after normal duty hours.

5.6.1.2 Routine Service Order (RSO). During normal duty hours, the Contractor shall respond to routine service calls for window/door glass repair and replacement by arriving at site for repairs within four hours of notification. Completion time for window and glass other than sliding doors is COB the next day unless otherwise approved by the COR. Response time for electric sliding doors is within two hours of notification, with the completion within four hours of response.

5.6.2 Labor Charges Applications.

5.6.2.1 The Contractor shall not be reimbursed for any travel time, mileage, or expenses incurred in the performance of this contract. The Government will reimburse the Contractor for all parts and materials used in the performance of this contract. Supplier's invoices shall be made available, or copies furnished, upon invoicing. Any material handling cost shall be shown as a separate item. The Contractor shall acquire the parts and materials required for the performance of this contract at the lowest price obtainable, secure reasonable competition for such purchases when available, take all discounts and obtain all rebates possible. These discounts and rebates shall be credited to the Government. The parts and materials shall be standard products of manufacturers regularly engaged in the production of such parts and materials. The Contractor shall maintain original supplier's invoices, tickets, sale(s) slips, warranties, or other documents identifying items purchased under this contract. All documents shall be available for the Contracting Officer's review and audit. The Government shall not reimburse the Contractor for costs exceeding the Ceiling Price of the contract. The Contractor shall keep a cumulative total of the contract costs.

5.6.2.1.1 The Contractor shall not be reimbursed for time spent by contractor personnel after arrival at the site awaiting the arrival of additional contractor personnel, and/or delivery of parts, etc., after a service call has commenced.

5.6.2.1.2 The Contractor shall not be reimbursed for time spent by contractor personnel for lunch, breaks, or any personal business.

5.6.2.2 Labor cost (time) shall commence upon contractor starting work at job site, as indicated by Point of Contact signature, (time and date on the service order that work has begun, after acceptance of service order from the Contracting Officer Representative (COR), or Chief, Service Contracts Office, Public Works Business Center. Labor cost (time) shall terminate upon completion of work at job site, as indicated by the signature, time and date of point of contact, and the Contractor shall return the Contractor Service Order form to the Contracting Officer's Representative within two working days. If service call is not completed during normal hours, the Contractor shall return the following workday to complete service call.

5.6.2.3 The Government reserves the right to give the Contractor multiple Contractor Service Orders. When multiple service orders are issued, the Contractor shall report directly to the next work site in lieu of returning to the Contract Services Section. When multiple Contractor Service Orders are issued, start time for the Contractor shall enter any succeeding order on the order if the order is in the same building. The start time shall be the actual time work is

begun on the next Contractor Service Order. Departure time will be the time the Contractor has finished the service order and has received the signature of the person in charge of the facility with the completion time entered on the service order.

5.6.2.4 Upon completion of work, the Contractor shall obtain the signature of the person in charge of the facility on the Contractor Service Order. These arrival and departure times for each service order will be used to determine the number of hours worked.

5.6.2.5 The COR or the Chief, Service Contracts Office, PWBC, will issue Contractor Service Orders to the Contractor. The Contractor shall furnish the completed original and one copy of the Contractor Service Orders to the COR, one copy to the responsible individual at the facility who signed the service order at the time of completion, and maintain one copy for contractor records. Completed Contractor Service Orders shall be returned to the COR within two working days after work has been completed.

5.6.3 Service Limitations. The Contractor shall perform within the following limitations:

5.6.3.1 The Contractor shall not keep an electric door out of service more than 4 hours, without prior written approval. The Contractor will notify the COR immediately, if after a preliminary check of the door requiring repairs or replacements, he determines that the door will be out of operation for an extended period of time. The Contractor shall provide the COR with an estimated time required to make the repairs and bring the electric door back to normal operation. The Contractor shall not perform any repairs on any door which he estimates will be out of service more than four hours without the prior approval of the COR.

5.6.3.2 The Contractor shall not take more than one electric door out of service in the same facility at any one time without prior written approval of the Facility Manager. The Facility Manager shall be notified any time that access or egress from the facility may be blocked or hampered. The Contractor shall place "Out of Order" or necessary "Caution" or "Warning" signs on or at the doors where work is being performed.

5.6.3.3 The Contractor shall not keep a window/door out of service for repairs more than 8 hours without prior approval of the COR. The Contractor shall be responsible for securing door or window openings if repairs cannot be accomplished during that workday. If the Contractor, after a preliminary check of the door or window requiring repairs, determines that the work cannot be accomplished during the same day, or may require extensive repairs or replacements causing the door to be out of operation for an extended period of time, the Contractor shall notify the COR immediately. The Contractor shall provide the COR with an estimated time required to make the repairs and bring the doors or windows back to normal operation. The Contractor shall not perform any repairs without the prior approval of the COR. The Contractor shall place "Caution" or "Warning" signs on or at the window/doors where work is being performed.

5.7 NFWT Damages, Identification, and Processing. There are several methods in which a Service Order may be identified as NFWT. Each method follows:

5.7.1 Identification of NFWT by the COR: Requests for repairs may be called in to the PWBC Service Order Reception Desk by units/activities. If there are indications that damages are a result of NFWT, the COR shall conduct an investigation. If the damages are determined to be NFWT, the COR will:

5.7.1.1 Notify the unit point of contact (POC) of the determination of NFWT and advise him to contact the maintenance contractor.

5.7.1.2 Advise the unit POC that only the maintenance contractor is authorized to complete the work and that unit will pay for the work with their Government Purchase Card (GPC) after work is completed, inspected, and accepted by the PWBC COR.

5.7.1.3 When the unit POC contacts the maintenance contractor for repairs, the contractor will initiate a CCCSO. The maintenance contractor will advise the POC of the approximate date when work will begin and coordinate directly with the unit for scheduling the work.

5.7.1.4 Upon completion of work, the maintenance contractor will provide one completed copy of the CCCSO to the unit POC with item control sheets and any other documentation listing materials used and material handling fees. Contractor will obtain purchase card information for payment from the POC.

5.7.1.5 The maintenance contractor will turn in a completed copy of the CCCSO with time control sheets and documentation listing materials used to the COR.

5.7.1.6 After COR has inspected the work, the maintenance contractor will be advised of acceptance. The maintenance contractor will be advised of acceptance. The maintenance contractor may then process the completed CCCSO for payment.

5.7.1.7 If deficiencies are identified by the COR, the maintenance contractor may not process the CCCSO until deficiencies have been corrected, inspected and accepted by the COR.

5.7.2 Identification of NFWT by maintenance contractor: Service Orders may be issued to the maintenance contractor by the COR which are not identified as NFWT. However, if during the maintenance contractor's initial site survey, based on his experience and expertise in the field of work being performed and also based on any statements made by individuals at the unit or observations made where the work is to be performed, the maintenance contractor may make a determination that the work is NFWT. If the damages are NFWT, the maintenance contractor will:

5.7.2.1 Annotate on the Service Order, NFWT.

5.7.2.2 Advise the unit POC that the damages are NFWT and that the unit must pay for NFWT repairs with the Government Purchase Card and that only the maintenance contractor is authorized to perform the repairs. If there is a dispute about the NFWT determination, the maintenance contractor shall advise the unit to contact the COR for final decision.

5.7.2.3 If unit POC agrees with the maintenance contractor's NFWT determination and requests the maintenance contractor to proceed with the repairs, the maintenance contractor will initiate a CCCSO. The maintenance contractor will advise the POC of the approximate date when he will begin and coordinate directly with the unit for scheduling the work. The maintenance contractor will provide a copy of the PWBC Service Order to the unit POC with annotation of NFWT and advise the POC that the time for this initial service call will be included in the Government Purchase Card bill when the work is completed.

5.7.2.4 Return one copy of the PWBC Service Order to the COR and if a CCCSO was initiated, write the CCCSO number on the PWBC Service Order.

5.7.2.5 Upon completion of work, the maintenance contractor will obtain purchase card information for payment from the POC and provide one complete copy of the CCCSO to the unit POC with time controls sheets and any other documentation listing materials used and material handling fee.

5.7.2.6 The maintenance contractor will turn in a completed copy of the CCCSO with time control sheets and documentation listing materials used to the COR.

5.7.2.7 After COR has inspected the work, the maintenance contractor will be advised of acceptance. The maintenance contractor may then process the completed CCCSO for payment.

5.7.2.8 If deficiencies are identified by the COR, the maintenance contractor may not process the CCCSO until deficiencies have been corrected, inspected, and accepted by the COR.

5.7.3 Identification of NFWT by units/activities: Using units/activities may identify damages as NFWT and choose not to call in a Service Order to PWBC. In these situations, the maintenance contractor may receive calls directly from units/activities requesting repairs using their GPC for payment of services. In these situations, the maintenance contractor will:

5.7.3.1 Respond directly to the unit/activity calls and initiate a CCCSO. Advise unit POC of the approximate date when work will begin. Upon completion of the work, obtain purchase card information.

5.7.3.2 Provide a copy of the CCCSO with time control sheets and list of materials used with material handling fee to the unit POC.

5.7.3.3 Turn in a completed copy of the CCCSO with time control sheets and documentation listing materials used to the COR.

5.7.3.4 After COR has inspected work contractor will be advised of acceptance. The maintenance contractor will be advised of acceptance. The maintenance contractor may then process the completed CCCSO for payment.

5.7.3.5 If deficiencies are identified by the COR, the maintenance contractor may not process the CCCSO until deficiencies have been corrected, inspected and accepted by the COR.

5.8 Warranty. With the exception of glass itself, all workmanship and replacements parts shall be warranted for one full year by the Contractor or by manufacturer's warranty, whichever is longer. This warranty shall begin with completion of work and/or installation of parts.

5.9 Service Orders.

5.9.1 Service Orders. The Contractor shall complete all the required information on the Government furnished service order form accurately and completely. Start times and completion times shall be noted on the SO. All materials and costs shall be accurately listed separately on the service order. Additional sheets may be used for listing materials if there is insufficient room on the service order. The Contractor shall pick up service orders from the Contract Services Section for work to be performed. The contractor shall furnish the completed original copy of the service order and one additional copy to the COR, provide one copy to the responsible individual at the facility which signed the service order at time of completion, and maintain one copy for contractor records. Completed service orders shall be returned to the COR within two work days after completion. Emergency SO shall be picked up upon notification, routine SO to be picked up by 0900 daily. Contractor shall furnish two complete copies of SO and all documentation to COR. Contractor shall note on all service orders if the repair or replace is Non Fair Wear and Tear (NFWT).

5.9.2 Routine Service Orders (RSO). The Contractor Service Order shall include the date of the service, time of receipt, time of arrival, time of departure, and the name and signature of the service technician(s) performing the repairs. The Contractor shall have the facility officer for the area, duty officer, or their responsible representative, sign the repair service work order when the window/door glass or sliding electric door is returned to full operation and all work has been completed. The Contractor Service Order shall list all parts used in the repairs with the price of each part listed

5.9.3 Emergency Service Orders (ESO). The emergency Contractor Service Order shall include the date of the service, time of receipt, time of arrival, time of departure, and the name and signature of the service technician(s) performing the repairs. The Contractor shall have the facility officer for the area, duty officer, or their responsible representative, sign the Contractor Service Order when the sliding electric door is returned to full operation and all work has been completed. The Contractor shall also annotate on the Contractor Service Order the time and name of the individual notified at the facility when the electric sliding door is back in operation.

5.10 Required Reports.

5.10.1 Routine Repair Report. No later than the 5th working day of the month following the month in which the work was performed, the Contractor shall provide to the COR a combined repair service report on each service call received during the month. The report shall include the date and time the call was received, Contractor service order number, nature of the call, the response time, time of completion, requester's name, location of the repair to include the building number and the work performed. This shall include a list of any parts and components used in the repair of the window/door glass and electric sliding doors. The Contractor shall be required to submit negative reports if no repair calls were received during the month. The Report Form shall be in the Contractor's design.

5.10.2 Emergency Repair Report. No later than the 5th working day of the month following the month which the work was performed, the Contractor shall provide to the COR a combined emergency repair service report on each emergency call during the month. The report shall include the date and time the call was received, Contractor Service Order number, nature of the call, response time, time of completion, requester's name, location of the system, including the building number where the work was performed. This shall include a list of any parts and components used in the repair of the sliding electric doors. The Contractor shall be required to submit negative reports if no emergency calls were received during the month. The Report Form shall be of the Contractor's design.

5.10.3 Contractor Credit Card Service Order (NFWT) Report. The maintenance contractor shall prepare a report of all CCCSO's (NFWT) completed during the previous month. The report shall include a copy of each CCCSO with all supporting documentation. The Contractor will submit the report to the COR no later than the 5th working day after the end of each month. The maintenance contractor shall maintain a separate register and numbering system for all CCCSO's.

5.10.4 The Contractor shall maintain a log of daily emergency service calls. The log shall indicate the date and time service call was received, problem, corrective action taken, time corrected, and any other comments to clarify the service. Copies of this log shall be furnished to the COR daily.

6. APPLICABLE PUBLICATIONS AND FORMS. Publications and forms applicable to this Performance Work Statement are listed below. The publications and forms have been coded as mandatory or advisory. The contractor is obligated to follow those publications and use those forms coded as mandatory to the extent (that is, a specific procedure in a paragraph, section, chapter or volume) specified in the Performance Work Statement. The Contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in the Performance Work Statement. The Government at the start of the Contract shall provide all military publications and forms listed. The Government will maintain all listed publications. Supplements of amendments to listed publications from any organizational level may be issued during the life of the contract. The contractor shall immediately implement those changes in publications, which result in a decrease, or no change in the contract. The Contractor shall submit to the Contracting Officer a price proposal within 30 calendar days from the date the contractor receives notice of the revision, supplement, or amendment giving rise to the decrease in cost of performance. Prior to implementing any such revision, supplement, or amendment that will result in an increase in the contract price, the contractor shall submit to the Contracting Officer a price proposal and obtain the prior approval of the KO. Said price proposal shall be submitted within 30 calendar days from the date the contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Changes in the contract price due to supplements and amendments shall be considered under the "Changes" clause. Failure of the contractor to submit a price proposal within 30 calendar days from the date of receipt of any change shall entitle the government to performance in accordance with such change at no increase in contract price.

6.1 Supply of Publications and Regulations. The Contractor shall request additional Government publications and regulations from the Contracting Officer on forms supplied by the Government. The Contractor, at no additional expense to the Government, shall provide commercial publications necessary for the performance of the contract.

6.1.2 Applicable Publications and Regulations.

NUMBER	DATED	DESCRIPTION	MANDATORY	ADVISORY
AR 385-1	Feb 89	Army Safety Program OCE Supply	X	
AR 385-10	Oct 85	Protective Clothing and Equipment	X	
EM-385-1-1	Oct 92	Safety and Health Requirements Manual	X	
29 CFR 1910		General Industry's OSHA Code of Requirements.	X	

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
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Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.
(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.00-4005 INVOICES (MAR 2000)

a. INVOICES. The Contractor shall submit bi-monthly original invoices to the address listed below. Each invoice shall be accompanied by a list of all parts used for the repairs. The list shall include the part number and price in accordance with the current parts list. Invoices not prepared in accordance with the stated instructions may be rejected by the Government.

PWBC Contract Services Branch
Building 3-1137 Reilly Street
Fort Bragg, NC 28310

One copy of the each invoice shall be submitted to the Fort Bragg Directorate of Contracting, ATTN: Acquisition Division, Team 1, Building 1-1333, Fort Bragg, North Carolina 28310.

b. PAYMENT. Payment for bi-weekly invoices will be made by the Defense Finance & Accounting Services (DFAS) (Electronic Funds Transfer (EFT)). The DFAS address is as follows:

DFAS ROME FPB
325 Brooks Road
Rome, New York 13441-4511
Customer Service: 800-553-0527

The Government will use the Government Purchase Card (GPC) as the method of payment for Contractor Credit Card Service Orders (CCCSO) resulting from Non-Fair and Wear type damages and repairs that are less than or equal to \$2,500.00. The requirement under FAR Clause 52.232-7, Payments Under Time-and-Materials and Labor-Hours Contracts, for the Contracting Officer to withhold 5 percent of the amounts due for labor is hereby waived for all CCCSO work performed. The maintenance contractor shall comply with all other terms and conditions of this contract clause.

c. ACCOUNTING AND APPROPRIATION DATA. Subject to Availability of Funds (See FAR 52.232-18)

d. CONTRACT ADMINISTRATION DATA. The contract will be administered by the Fort Bragg Directorate of Contracting, Acquisition Division, Team 1, Building 1-1333, Fort Bragg, North Carolina 28310, telephone number 910-396-4362, facsimile number 910-396-5603. The Contracting Officer or the duly authorized successor is authorized to take action on behalf of the Government that results in changes in the terms of the contract, including deviations from specifications, details, and delivery schedules.

(End of Clause)

Section I - Contract Clauses

Reference paragraph (b) (2), FAR 52-232-7, Payments under Time and Materials and Labor Hour contracts (DEC 2002). The Government will audit the material handling fee annually and may adjust the fee based on the actual material handling fee for the previous year. The Contractor shall maintain a separate cost pool that reflects all the reimbursable materials purchased to perform the required repair and maintenance services under the contract. The cost pool shall also include the direct labor costs associated with purchasing and processing the reimbursable materials.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 1999
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998

52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items and Commercial Components	APR 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved, including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days of contract expiration date. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Carpenter, Maintenance	\$15.12	(Wage Grade (WG) 9)
Electrician, Maintenance	\$15.89	(Wage Grade (WG) 10)
Welder, Combination	\$15.89	(Wage Grade (WG) 10)

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-5002 MOBILIZATION AND OTHER CONTINGENCY PLANNING AND SUPPORT

- (a) The attention of the Contractor is invited to the clause in the general provisions entitled "CHANGES". This clause permits the Contracting Officer to make changes within the general scope of the contract to include the definition of services, and place and time of performance.
- (b) Among the circumstances in which the provisions of this clause may be invoked are general or limited mobilization, requirements or any quick response support requirements which impact on contract performance. Should any of these eventualities occur, the Contractor shall take whatever measures are needed to meet the demands. The start and completion times of these actions shall be determined by the Contracting Officer.
- (c) To ensure that government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the contractor shall, during the life of this contract, anticipate the possibility of these support requirements and the steps it will need to take to rapidly expand the contract capabilities to meet the exigency.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

- (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		_____

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TECHNICAL EXHIBITS

TE-1	Building List
TE-2	Department of Labor Wage Determination No. 1994-2393, Revision No. 25, dated 05/30/2003

ATTACHMENTS

A-1	Quality Assurance Surveillance Plan
A-2	Price Proposal Format

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$6 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

1. General Information. The proposal preparation instructions contained in this section are designed to provide guidance for preparing and submitting proposals as well as to provide specific instructions on proposal organization and content. All offerors are required to submit a proposal that is self-sufficient and responds directly to the stated requirements. Offerors must submit proposals in accordance with the instructions and must include all documents and information requested. Offeror proposals shall be clear, concise, and include adequate detail for effective evaluation. Proposals that do not include all requested information will hinder the Government's evaluation and may eliminate the proposal from further consideration.

2. Proposal Content. Offerors shall submit proposals in three parts. A complete response to the solicitation shall contain the required number of parts and the required contents within each part. The offeror shall index and consecutively assemble each part. The proposal parts and contents are as follows.

a. Part 1, Executed Request for Proposal and associated information. Part 1 consists of four sections. The offeror shall tab and label each section by section number.

(1) Standard Form (SF) 33. The offeror shall submit a completed SF 33, signed and dated by the offeror. The offeror shall acknowledge receipt of all amendments, if any, in Block 14 of the SF 33.

(2) Section B, Supplies or Services and Prices. The offeror shall submit a completed Section B reflecting the offeror's proposed hourly rate for Contract Line Item Numbers (CLINs) 0001, 1001, 2001, 3001, and 4001, and the offeror's proposed Material Handling Fee for CLINs 0002, 1002, 2002, 3002, and 4002.

(3) Section K, Representations, Certifications and other Statements of Offerors. The offeror shall submit completed representations and certifications (Section K of the solicitation).

(4) Banking Information. The offeror shall submit the name and address of the offeror's bank or financial institution, the offeror's account number, and the name, title, and telephone number of the offeror's point of contact. The banking information may be used, in part, to determine responsibility as required under FAR 9.104-1. The Government may request information from the offeror's financial institution to determine that the offeror has adequate financial resources, or the ability to obtain the resources, to perform the contract requirements. The offeror should submit a statement authorizing the financial institution to release applicable information.

b. Part 2, Past Performance Information. Part 2 shall contain past performance references. The offeror shall provide recent and relevant past performance information on contracts that the offeror has performed to demonstrate that the offeror has the necessary experience to perform the requirements of the solicitation. Recent means within the past five years; relevant means similar in size, scope, and magnitude to the requirements in the solicitation. The offeror should submit information on contracts that provide the best evidence of experience similar to solicitation requirements. The offeror shall submit at least three (if possible), but no more than five references. The offeror must submit a separate page for each reference. Each reference must include the following information.

- (1) Contract number and contract dollar value.
- (2) Contract performance period.
- (3) Brief description of the contract requirements.
- (4) Relevance of contract work performed to this solicitation requirement (size & scope)
- (5) Contract point of contact name, telephone number, and facsimile number.

The Government will submit a Past Performance Survey to the references provided by the offeror. The survey requests information concerning the offeror's business relations, schedule and timeliness of performance; the quality of product or service provided; and the management of personnel.

c. Part 3, Price Proposal. Part 3 shall contain the offeror's cost breakdown for the proposed labor rate and proposed material handling fee. Based on the anticipation of competition, submission of cost or pricing data is not required; however, to permit an adequate evaluation of the proposed prices, the offeror shall submit the following information. The price proposal format is provided as attachment 2. The offeror shall ensure the price proposal includes all required information.

(1) CLIN 0001, Labor Rate. The offeror's labor rate proposed in Section B shall include wages, indirect costs, general and administrative expenses, and profit. The offeror's price proposal shall include the detailed cost breakdown and supporting data for the labor rate proposed. The breakdown shall include proposed labor categories; the labor burden; the cost elements used to compute general and administrative expenses, the proposed rate, and an explanation of the method and rationale used to compute the rate; and the offeror's proposed profit rate. The offeror shall submit a separate cost breakdown for each contract period, that is, a separate price proposal for the base period and each option period. The proposal shall include the mathematical computations as well as narrative text as necessary to support and explain the computation used.

(2) CLIN 0002, Material Handling Fee. The offeror shall include a cost breakdown for the proposed material handling fee. The offeror shall include the mathematical computations as well as narrative text as necessary to support and explain the computations used. The offeror shall submit a separate cost breakdown for each contract period, that is, a separate price proposal for the base period and each option period.

(3) Supporting Documentation. The offeror shall submit supporting documentation to substantiate reasonableness of the price proposed. Support documentation includes, but is not limited to, copies of letters from insurance carriers showing applicable rates for workmen's compensation, general liability, or other applicable insurance; copy of notice from the North Carolina Security Commission showing applicable State Unemployment Insurance rates; statement of company policy for vacation, sick leave or other applicable benefits not covered by the Department of Labor Wage Determination

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials Labor Hour Contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Nancy D. Boyd, Contracting Officer, Fort Bragg Directorate of Contracting, Acquisition Division, Team 1, Building 1-1333, Corner of Macomb & Armistead Streets, Fort Bragg, North Carolina 28310.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>

(End of provision

Section M - Evaluation Factors for Award

1. Evaluation Factors. The Government will evaluate Past Performance and Price. Of the two evaluation factors, Past Performance is significantly more important than Price.

2. Evaluation Approach.

a. Past Performance. The Government will evaluate Past Performance using the responses to the Past Performance Surveys submitted to references identified by the offeror. The survey requests information concerning the offeror's business relations, schedule and timeliness of performance; the quality of product or service provided; and the management of personnel. The Government will evaluate the completed surveys to develop an overall assessment of the offeror's ability to perform the solicitation requirements. The past performance evaluation will be a subjective assessment based on all of the information provided in the Past Performance Surveys. In addition to the surveys, the Government may use past performance information available from other sources, for example, automated past performance information systems administered by Government agencies. Offerors with no relevant past performance history, thus no sources from which to obtain past performance information, will not be rated favorably or unfavorably; however, offerors who lack relevant past performance history may not represent the most advantageous proposal to the Government when compared to other offerors with relevant and successful past performance.

b. Price. The Government will evaluate the offeror's proposed labor rate using cost/price analysis techniques to determine reasonableness. The Government will evaluate the offeror's proposed material handling fee for reasonableness; however, unless determined unreasonable, the proposed fee will have no adverse effect on the contract award determination.

c. Evaluation of Options. The Government will evaluate the proposed labor rates and material handling fee for consistency and continuity of the proposed rates for the base year and the option years. The Government may determine that an offer is unacceptable if the base and option year prices are significantly unbalanced. Evaluation of the options will not obligate the Government to exercise the options.

3. Basis of Award. The Government will evaluate proposals based on the information presented in the offeror's proposal. The Government intends to award a contract to the responsible offeror who provides the best value to the Government, price and other factors considered. The Government reserves the right to make an award based on initial offers received without discussion of such offers.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990